

NOTE: CHANGES MADE BY THE COURT

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STARBUCKS CORPORATION
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 LUIS VILLEGAS,
11 Plaintiff,
12
13 v.
14 HEAVENLY MOUNTAIN, LLC, a
California Limited Liability Company;
15 STARBUCKS CORPORATION, a
Washington Corporation; and DOES 1-10,
16 Defendants.
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Case No. 2:18-cv-06716-ODW-PLA

DISCOVERY MATTER

**ORDER RE. STIPULATED
PROTECTIVE ORDER**

Date Action Filed: August 6, 2018

Trial Date: February 4, 2020

1 Having considered the papers, and finding that good cause exists, the Parties'
2 Stipulated Protective Order is **granted as modified**.

3
4 **IT IS SO ORDERED.**

5
6 Dated: October 29, 2020



Paul L. Abrams
United States Magistrate Judge

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DISCOVERY MATTER

**STIPULATED PROTECTIVE
ORDER**

Date Action Filed: August 6, 2018

Trial Date: February 4, 2020

1 **IT IS HEREBY STIPULATED** by and between Plaintiff Luis Villegas
2 (“Plaintiff”) and Defendant Starbucks Corporation (“Defendant”), through their attorneys
3 of record, (collectively the “Parties”) that a Protective Order (“Order” or “Stipulated
4 Protective Order”) may be entered by the Court in the above-captioned action as follows:

5 1. A. PURPOSES AND LIMITATIONS

6 Disclosure and discovery activity in this action are likely to involve production of
7 confidential, proprietary, or private information for which special protection from public
8 disclosure and from use for any purpose other than prosecuting this litigation may be
9 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the
10 following Stipulated Protective Order. The Parties acknowledge that this Order does not
11 confer blanket protections on all disclosures or responses to discovery and that the
12 protection it affords from public disclosure and use extends only to the limited information
13 or items that are entitled to confidential treatment under the applicable legal principles.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets and other valuable research,
16 development, commercial, financial, technical and/or proprietary information for which
17 special protection from public disclosure and from use for any purpose other than
18 prosecution of this action is warranted. Such confidential and proprietary materials and
19 information consist of, among other things, confidential business, financial, or sales
20 information, information regarding confidential business practices, or other confidential
21 research, development, or commercial information (including information implicating
22 privacy rights of third parties), information otherwise generally unavailable to the public,
23 or which may be privileged or otherwise protected from disclosure under state or federal
24 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of
25 information, to facilitate the prompt resolution of disputes over confidentiality of discovery
26 materials, to adequately protect information the parties are entitled to keep confidential, to
27 ensure that the parties are permitted reasonable necessary uses of such material in
28 preparation for and in the conduct of trial, to address their handling at the end of the

1 litigation, and serve the ends of justice, a protective order for such information is justified
2 in this matter. It is the intent of the parties that information will not be designated as
3 confidential for tactical reasons and that nothing be so designated without a good faith
4 belief that it has been maintained in a confidential, non-public manner, and there is good
5 cause why it should not be part of the public record of this case.

6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
8 information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it
10 is generated, stored or maintained) or tangible things that the Designating Party believes in
11 good faith to constitute private records, or other confidential research, development,
12 commercial, or other information.

13 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
14 (as well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or items
16 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

17 2.5 Disclosure or Discovery Material: all items or information, regardless of the
18 medium or manner in which it is generated, stored, or maintained (including, among other
19 things, testimony, transcripts, and tangible things), that are produced or generated in
20 disclosures or responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
23 expert witness or as a consultant in this action.

24 2.7 House Counsel: attorneys who are employees of a party to this action. House
25 Counsel does not include Outside Counsel of Record or any other outside counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or other
27 legal entity not named as a Party to this action.
28

1 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
2 this action but are retained to represent or advise a party to this action and have appeared
3 in this action on behalf of that party or are affiliated with a law firm which has appeared
4 on behalf of that party.

5 2.10 Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their support
7 staffs).

8 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
9 Material in this action.

10 2.12 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.13 Protected Material: any Disclosure or Discovery Material that is designated
15 as "CONFIDENTIAL."

16 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
17 a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected
20 Material (as defined above), but also (1) any information copied or extracted from
21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
22 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
23 that might reveal Protected Material. However, the protections conferred by this Stipulation
24 and Order do not cover the following information: (a) any information that is in the public
25 domain at the time of disclosure to a Receiving Party or becomes part of the public domain
26 after its disclosure to a Receiving Party as a result of publication not involving a violation
27 of this Order, including becoming part of the public record through trial or otherwise; and
28 (b) any information known to the Receiving Party prior to the disclosure or obtained by the

1 Receiving Party after the disclosure from a source who obtained the information lawfully
2 and under no obligation of confidentiality to the Designating Party. Any use of Protected
3 Material at trial shall be governed by a separate agreement or order.

4 4. DURATION

5 Even after final disposition of this litigation, the confidentiality obligations imposed
6 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
7 or an Court's order otherwise directs. Final disposition shall be deemed to be the later of
8 (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2)
9 final judgment herein after the completion and exhaustion of all appeals, rehearings,
10 remands, trials, or reviews of this action, including the time limits for filing any motions
11 or applications for extension of time pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
14 Party or Non-Party that designates information or items for protection under this Order
15 must take care to limit any such designation to specific material that qualifies under the
16 appropriate standards. The Designating Party must designate for protection only those parts
17 of material, documents, items, or oral or written communications that qualify – so that other
18 portions of the material, documents, items, or communications for which protection is not
19 warranted are not swept unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that
21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
22 to unnecessarily encumber or retard the case development process or to impose
23 unnecessary expenses and burdens on other Parties) expose the Designating Party to
24 sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the mistaken designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
4 must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected
9 material. If only a portion or portions of the material on a page qualifies for protection, the
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins). A Party or Non-Party that makes original documents
12 or materials available for inspection need not designate them for protection until after the
13 inspecting Party has indicated which material it would like copied and produced. During
14 the inspection and before the designation, all of the material made available for inspection
15 shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
16 documents it wants copied and produced, the Producing Party must determine which
17 documents, or portions thereof, qualify for protection under this Order. Then, before
18 producing the specified documents, the Producing Party must affix the
19 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion
20 or portions of the material on a page qualifies for protection, the Producing Party also must
21 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
22 margins).

23 (b) for testimony given in deposition or in other pretrial or trial proceedings,
24 that the Designating Party identify on the record, before the close of the deposition, hearing,
25 or other proceeding, all protected testimony.

26 (c) for information produced in some form other than documentary and for
27 any other tangible items, that the Producing Party affix in a prominent place on the exterior
28 of the container or containers in which the information or item is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
 2 protection, the Producing Party, to the extent practicable, shall identify the protected
 3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
 5 to designate qualified information or items does not, standing alone, waive the Designating
 6 Party’s right to secure protection under this Order for such material. Upon timely correction
 7 of a designation, the Receiving Party must make reasonable efforts to assure that the
 8 material is treated in accordance with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
 11 of confidentiality at any time **consistent with the District Judge’s scheduling order.**
 12 Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary
 13 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
 14 significant disruption or delay of the litigation, a Party does not waive its right to challenge
 15 a confidentiality designation by electing not to mount a challenge promptly after the
 16 original designation is disclosed.

17 6.2 Meet and Confer. **The requirements set out in Local Rule 37 shall control**
 18 **any dispute concerning the designation or disclosure of confidential information.** The
 19 Challenging Party shall initiate the dispute resolution process by providing written notice
 20 of each designation it is challenging and describing the basis for each challenge. To avoid
 21 ambiguity as to whether a challenge has been made, the written notice must recite that the
 22 challenge to confidentiality is being made in accordance with this specific paragraph of the
 23 Protective Order. The Parties shall attempt to resolve each challenge in good faith and must
 24 begin the process by conferring directly (in voice to voice dialogue; other forms of
 25 communication are not sufficient) within 14 days of the date of service of notice. In
 26 conferring, the Challenging Party must explain the basis for its belief that the
 27 confidentiality designation was not proper and must give the Designating Party an
 28 opportunity to review the designated material, to reconsider the circumstances, and, if no

change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court intervention, the Challenging Party may file a motion to change the designation. In the event of a motion to change the designation, the Protected Material shall be submitted to the Court under seal prior to the first hearing or conference on the subject. It shall be the burden of the Designating Party under such circumstances to establish that the Protected Material was properly designated within the meaning of this Protective Order of that the information is otherwise deserving of the requesting protections by the Designating Party. Should the Challenging Party lose its designation challenge, the Protected Material shall maintain the designation provided by the Designating Party.

Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party to sanctions. All Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this litigation and who have signed the “Acknowledgment and
7 Agreement to Be Bound” that is attached hereto as Exhibit A;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
10 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A);

14 (d) the Court and his/her personnel;

15 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
16 and Professional Vendors to whom disclosure is reasonably necessary for this litigation
17 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
19 necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
20 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.
21 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
22 Material must be separately bound by the court reporter and may not be disclosed to anyone
23 except as permitted under this Stipulated Protective Order.

24 (g) the author or recipient of a document containing the information or a custodian
25 or other person who otherwise possessed or knew the information.
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or an Court's order issued in other litigation that
4 compels disclosure of any information or items designated in this action as
5 "CONFIDENTIAL," that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include
7 a copy of the subpoena or an Court's order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue
9 in the other litigation that some or all of the material covered by the subpoena or order is
10 subject to this Protective Order. Such notification shall include a copy of this Stipulated
11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or an Court's order shall not produce any information designated in this action
16 as "CONFIDENTIAL" before a determination by the Court from which the subpoena or
17 order issued, unless the Party has obtained the Designating Party's permission. The
18 Designating Party shall bear the burden of seeking protection from the Court of its
19 confidential material – and nothing in these provisions should be construed as authorizing
20 or encouraging a Receiving Party in this action to disobey a lawful directive from a court.

21 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a Non-Party
24 in this action and designated as "CONFIDENTIAL." Such information produced by Non-
25 Parties in connection with this litigation is protected by the remedies and relief provided
26 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
27 from seeking additional protections.
28

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from the Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent an Court's order to the contrary, the Non-Party shall bear the burden and expense of seeking protection of the Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

If information is produced in discovery that is subject to a claim of privilege or of any other applicable protection, the Party making the claim may notify any Party that received the information of the claim and the basis for it. After being notified, a Party must promptly return or destroy the specified information and any copies it has and may not sequester, use or disclose the information until the claim is resolved. This includes a restriction against presenting the information to the Court for a determination of the claim as the Parties are meeting and conferring. However, if the Parties cannot resolve the claim of privilege or other applicable protection, the Parties may present the information to the Court for the purpose of seeking a ruling from the Court on the claim.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule

1 79-5(d) is denied by the court, then the Receiving Party may file the information in the
2 public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 Within 60 days after the final disposition of this action, as defined in paragraph 4,
5 each Receiving Party must return all Protected Material to the Producing Party or destroy
6 such material. As used in this subdivision, "all Protected Material" includes all copies,
7 abstracts, compilations, summaries, and any other format reproducing or capturing any of
8 the Protected Material. Whether the Protected Material is returned or destroyed, the
9 Receiving Party must submit a written certification to the Producing Party (and, if not the
10 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
11 (by category, where appropriate) all the Protected Material that was returned or destroyed
12 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
13 compilations, summaries or any other format reproducing or capturing any of the Protected
14 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of
15 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
16 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
17 consultant and expert work product, even if such materials contain Protected Material. Any
18 such archival copies that contain or constitute Protected Material remain subject to this
19 Protective Order as set forth in Section 4 (DURATION).

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14. VIOLATION OF ORDER

Any violation of this order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

15. EFFECTIVE DATE

The Parties agree that this Stipulated Protective Order will be effective and binding once signed by Counsel for both Parties, even before it is entered by the Court in this action.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March __, 2019

SEYFARTH SHAW LLP

By: _____
Myra B. Villamor

Attorneys for Defendant
STARBUCKS CORPORATION

DATED: March __, 2019

CENTER FOR DISABILITY ACCESS

By: _____
Chris Carson
Raymond Ballister, Jr.
Phyl Grace
Dennis Price

Attorneys for Plaintiff
LUIS VILLEGAS

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I certify that all other signatories listed, on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Myra B. Villamor

Myra B. Villamor

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was agreed
 upon by the Parties, and approved by the Court, on or about _____ in the case of *Luis*
Villegas v. Heavenly Mountain, LLC; Starbucks Corporation. et al., Case No. 2:18-cv-
 06716-ODW-PLA. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the Court for the purpose of enforcing
 the terms of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____